sons (1918) 27 YALE LAW JOURNAL, 1008; Anson, *Contracts* (3d Am. ed. by Corbin, 1919) ch. ix.

INSURANCE—CONSTRUCTION OF POLICY—"ACCIDENTAL MEANS."—The plaintiff was the beneficiary of an insurance policy issued by the defendant, which insured the deceased against death "effected solely by external, violent, and accidental means." The insured had pricked a pimple on his lip with a scarf pin and infection set in, and resulted in his death. *Held,* that the defendant was liable. *Business Men's Accident Ass'n v. Lewis* (1919, C. C. A. 8th) 257 Fed. 241.

The decision agrees with that rendered in a previous case where the facts were almost identical. *Lewis's Executrix v. Ocean Accident & Guaranty Corp'n Lim.* (1918) 224 N. Y. 18, 120 N. E. 818. In both cases the courts deliberately refused to analyse the language of the contract from a scientific viewpoint, or to make distinctions of a philosophic nature, but adopted the interpretation of the "average" man. It seems, however, that where the benefit of such interpretation would be in favor of the insurer, the courts have been more apt to be technical. See (1918) 28 YALE LAW JOURNAL, 193. The decision is in accord with the general policy of interpreting doubts arising in the construction of insurance contracts in favor of the insured. *Cf.* (1918) 27 *ibid.,* 852.

MANDAMUS—JUDGES—CERTIFICATE OF DISQUALIFICATION.—A trial resulted in a verdict for the defendant, which was set aside upon motion for a new trial. The respondent, then a practicing lawyer, issued a signed statement criticizing the finding made by the court. The respondent later was appointed judge, before whom the case came for the new trial. The relator, the plaintiff in the above case, requested the respondent to certify his disqualification to sit in the trial, upon the ground that he was prejudiced. Upon refusal, the relator made an application for a writ of *mandamus. Held,* that it should be issued in order to insure a fair and impartial trial. *State v. Fullerton* (1919, Okla.) 183 Pac. 979.

Though a novel use of the writ of *mandamus,* in the absence of a statute, yet the court rightly allowed it in order to enforce a plain duty existing in the respondent. For a further application of *mandamus,* see (1919) 28 YALE LAW JOURNAL, 405, 838; *supra,* RECENT CASE NOTES *sub. tit.,* MANDAMUS.

MARRIAGE AND DIVORCE—FRAUD—ANNULMENT BECAUSE OF UNCHASTITY.—The petitioner married the respondent after being assured by her that she was chaste and virtuous. After the consummation of the marriage, the respondent disclosed the fact that the prior representations as to her chastity were not true. The petitioner abandoned her immediately and petitioned for an annulment. *Held,* that his petition should be granted. *Gatto v. Gatto* (1919, N. H.) 106 Atl. 493.

The opinion of the court includes a thorough and extended review of the cases bearing on the questions of law and policy raised in the principal case. Many of these cases have been discussed in (1915) 24 YALE LAW JOURNAL, 346; (1916) 25 *ibid.,* 258, 326; (1917) 26 *ibid.,* 159, 506, 622; (1919) 28 *ibid.,* 272, 287, 516; and see Spencer, *Some Phases of Marriage Law* (1915) 25 YALE LAW JOURNAL, 58.

MONOPOLIES—SHERMAN ACT—REFUSING TO SELL TO CUSTOMERS WHO CUT PRICES.—Colgate & Co. was indicted for an alleged violation of the Sherman Act by reason of agreeing with its customers upon reasonable prices at which its